

MEMORANDUM

Doc. #5502

ADOPTED

JUNE 16, 1992

TO: BOSTON REDEVELOPMENT AUTHORITY AND
THEODORE S. CHANDLER, ACTING DIRECTOR

FROM: PAUL BARRETT, DIRECTOR OF ECONOMIC DEVELOPMENT
VICTOR KAREN, DEPUTY DIRECTOR
JOHN O'BRIEN, PROJECT MANAGER

SUBJECT: TALL SHIPS CELEBRATION - TEMPORARY LICENSE AGREEMENT WITH
SAIL BOSTON '92, THE NON-PROFIT ORGANIZATION RESPONSIBLE
FOR THE SAIL BOSTON EVENT, PERMITTING THE USE OF PORTIONS
OF THE CHARLESTOWN NAVY YARD FOR THE PURPOSES OF
PROVIDING DOCKING FOR VARIOUS SHIPS PARTICIPATING IN THE
TALL SHIPS CELEBRATION.

SUMMARY: MEMORANDUM REQUESTS THAT THE DIRECTOR BE AUTHORIZED TO
ENTER A TEMPORARY LICENSE AGREEMENT BETWEEN THE BRA AND
SAIL BOSTON '92, THE NON-PROFIT ORGANIZATION RESPONSIBLE
FOR THE SAIL BOSTON EVENT, PERMITTING THE USE OF PORTIONS
OF THE CHARLESTOWN NAVY YARD JULY 8, 1992 THROUGH JULY
17, 1992 FOR THE PURPOSES OF PROVIDING DOCKING FOR
VARIOUS SHIPS PARTICIPATING IN THE TALL SHIPS
CELEBRATION.

The City of Boston and the Commonwealth of Massachusetts will host over 200 foreign and domestic sailing vessels, including 30 Flagships, for a week-long international marine celebration. This spectacular fleet will visit Boston July 11 - 16, 1992 as part of the Grand Regatta Columbus '92 Quincentennial commemorating the 500th anniversary of the discovery of the Americas. Sail Boston '92 promises to be one of the largest events in New England, with an anticipated two million spectators.

The BRA has authorized the use and occupancy of various Authority owned waterfront properties for the purposes of providing public access and viewing for the many activities associated with the Tall Ships celebration. These areas include Long Wharf, Waterfront Park, Sargents Wharf and the Charlestown Navy Yard.

Most recently, the Authority received a request from Sail Boston '92, the Non-Profit organization responsible for the Sail Boston event, requesting permission to occupy portions of the Charlestown Navy Yard as described in Exhibit "A" for the purposes of providing docking for the various ships participating in the Tall Ships Celebration. A total of 38 vessels will be berthed at the Navy Yard. These vessels range in length from 350 - 200 feet (Class A), 200 - 125 feet (Class B), 100 - 75 feet (Maxi Yachts), and 70-50 feet (Class C). The Long Wharf to Navy Yard water shuttle will

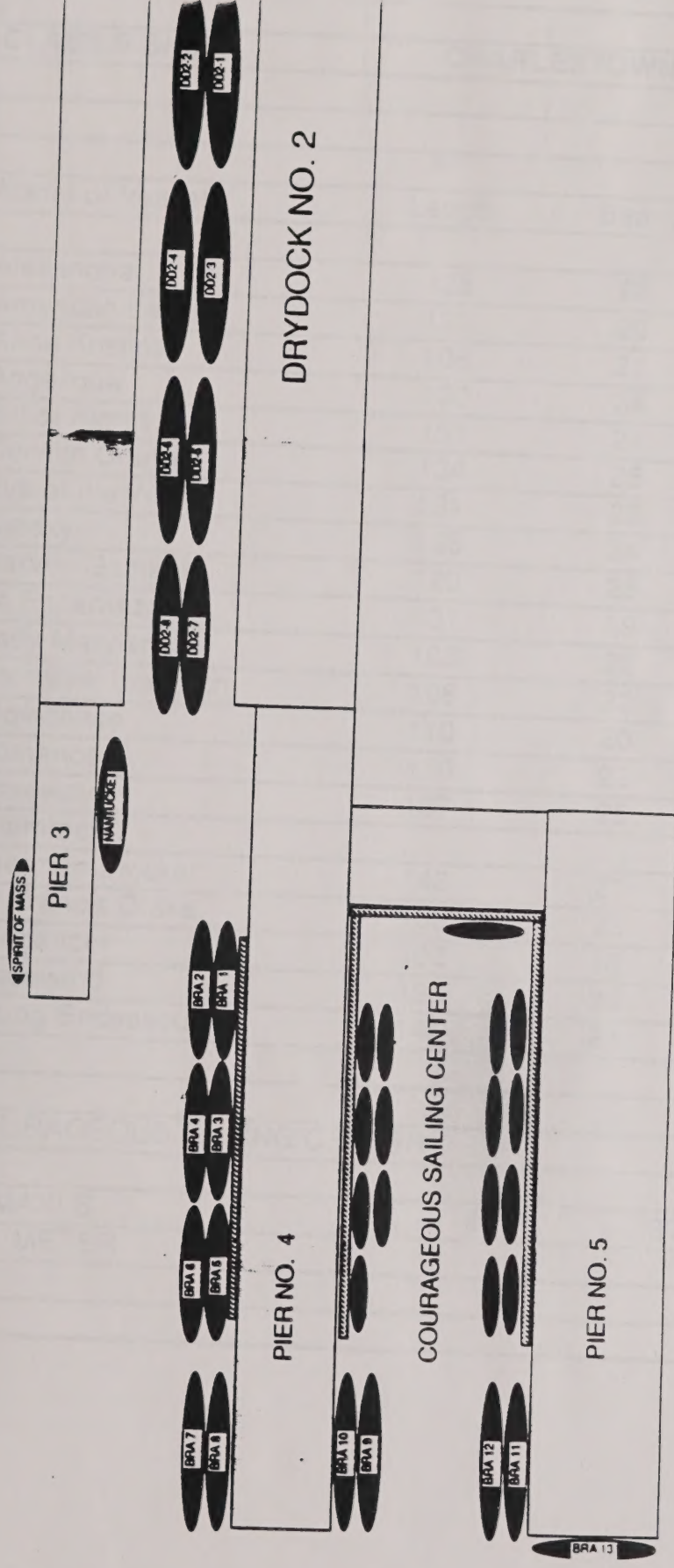
remain in full service throughout the event. The U.S.S. Courageous will be prominently displayed along with the visiting 12 meter maxi yachts. However, the smaller 18 foot teaching sail boats will have to be relocated to Yards End for the duration of the event. The Courageous Sailing Center and the Parks and Recreation Department have both reviewed and agreed to the proposed docking plan.

As Mayor Flynn stated at his recent press conference; "We look forward to welcoming these visitors from around the world to Boston to celebrate our sailing history. Sail Boston '92 is one of those once-in-a-lifetime events that helps instill pride in the City while giving the economy a significant boost. This event will provide us the chance to show that Boston has the capability to host an event of this magnitude".

Therefore, to effectuate the requests contained herein, it is requested that the Director be authorized to enter into and execute a License Agreement between the BRA and Sail Boston '92, the Non-Profit organization responsible for the Sail Boston event, permitting the use and occupancy of portions of the Charlestown Navy Yard as described in Exhibit "A". This license will commence July 8, 1992 and terminate July 17, 1992.

An Appropriate Vote Follows:

VOTED: That the Director be authorized to enter into and execute a License Agreement between the BRA and Sail Boston '92, the Non-Profit organization responsible for the Sail Boston event, permitting the use and occupancy of portions of the Charlestown Navy Yard as described in Exhibit "A". This license will commence July 8, 1992 and terminate July 17, 1992. This license is issued for the purposes of providing docking for various ships participating in the Tall Ships Celebration. Licensee shall indemnify and save harmless the Authority from any and all claims arising as a result of the activities permitted under this Agreement. Licensee shall also provide Comprehensive General Liability Insurance with limits not less than Five Million (\$5,000,000) Dollars. The BRA shall be named as an additional insured on all policies issued with respect to the docking system and the License Area.



CHARLESTOWN DRYDOCK NO. 2, PIER NO. 4 AND PIER NO. 5
BERTHING PLAN

SCALE: 1 inch equals 100 Feet

CLASS B SHIPS
CHARLESTOWN BERTHING

Name of Vessel	Length	Beam	Parade	Berth
Alexandria	125	22	12B	DD2
American Eagle	121	20	7C	CH4
Anna Kristina	108	21	11C	CH4
Angelique	130	24	14B	CH4
Bill of Rights	151	24	13C	CH4
Corwith Cramer	134	25	11B	DD2
Eye of the Wind	131	23	10B	DD2
Galaxy	125	24	12C	DD2
Harvey Gamage	120	25	14C	CH4
La Esperanza	131	19	10C	CH4
Lady Maryland	103	22	16C	CH4
Nathaniel Bowditch	108	22	6C	DD2
Providence	110	20	15B	DD2
Romance	110	22	15C	CH4
Roseway	137	25	9B	CH4
Shamrock V				CH4
Sherman Zwicker	142	27	8C	CH4
Sir Francis Drake	163	23	4B	CH4
Sundancer	102	16	16B	CH4
Tradewind	123	22	9C	DD2
Young Endeavour	144	24	2B	DD2
COURAGEOUS SAILING CENTER				
MAXI S	80	20		9 boats
12 METER				7 boats

LICENSE AGREEMENT

BY AND BETWEEN

BOSTON REDEVELOPMENT AUTHORITY

AND

SAIL BOSTON '92

This Agreement, entered into this ____ day of June, 1992 by and between the Boston Redevelopment Authority, a public body politic and corporate, duly organized and existing pursuant to Chapter 121B of the General Laws of the Commonwealth of Massachusetts, having its usual place of business in Boston, and hereinafter referred to as the Licensor, and Sail Boston '92, 250 Summer Street, Boston, MA 02210, hereinafter referred to as the Licensee.

WHEREAS, the licensee has expressed interest in a portion of the property known as Drydock #2, Pier 4, and Pier 5 in the Charlestown Navy Yard, as shown on the map attached hereto and made a part thereof, Exhibit A, "License Area"; and

WHEREAS, the Licensee wishes to occupy the License Area for the purposes of providing docking for various vessels participating in the Tall Ships celebration at said location;

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, the Authority authorizes and permits the Licensee, its agents, employees, contractors and subcontractors, to enter upon the License Area for the purposes of providing docking for various vessels participating in the Tall Ships celebration.

The parties hereto agrees as follows:

1) The term of this License shall commence at 6 A.M. July 8, 1992 and shall terminate at 11 P.M. July 17, 1992 and for sufficient time prior to and following the event to permit set-up and break-down of equipment.

2) The Licensee shall have complete responsibility and liability for compliance with all provisions of the codes, ordinances, and laws of the City of Boston and the Commonwealth of Massachusetts.

3) The Licensee shall indemnify and save harmless the Licensor from all suits, actions, claims, demands, damages or losses, expenses, and costs of any kind and description to which the Licensor may be subjected to or put, by reasons of injury

(including death) to persons or property resulting from, in connection with, or growing out of any act of commission or omission of the Licensee, its agents, servants, employees, visitors, contractors, subcontractors, or any and all other persons or corporations dealing with the Licensee in any way in the entry and use of the License Area. At the notice of the Licenser the Licensee shall initiate and complete all activities, including any legal proceedings, necessary to effect the resolution of any such suits, actions, claims, or demands.

4) The Licensee shall be required to carry for the term of this Agreement Comprehensive General Liability Insurance, insuring the Licensee and Licenser against all claims and demands for personal injury and property damage with respect to the License Area. The limits for said insurance shall be not less than Five Million (\$5,000,000) Dollars. The BRA shall be named as an additional insured on all policies issued with respect to the docking system and the License Area.

5) The Licensee shall carry or require that there be carried Workers Compensation Insurance for all their employees and those of their contractors, subcontractors, and agents engaged in work at the site, in accordance with State Workman's Compensation Laws.

6) The Licensee agrees to assume all maintenance expenses including sewer, water, phone, and electricity charges pertaining to the License Area. The licensee shall pay directly to the proper person or authorities when due all charges with respect to the License Area, whether called charges, assessments, fees, or otherwise, for utility services, water and sewer use.

7) The Licensee shall make entry upon the License Area in "as-is" condition on the commencement date of this License Agreement. The Licensee shall not commit or suffer waste or impairment of the License Area property. Any damage to the License Area shall be repaired by the Licensee at his expense.

8) The Licensee agrees to maintain the License Area in a clean, safe and orderly manner. No accumulation of litter, rubbish, debris, or other disposable material shall be permitted within the License Area. Such maintenance and materials removal shall be carried out by the Licensee at their expense.

9) The Licensee covenants that it will not occupy or use the License Area, nor allow it to be occupied or used for any purposes other than for those expressly permitted under this Agreement.

10) In no event shall any of the activities hereby licensed under this agreement any way threaten damage to nearby utilities or buildings.

11) The Licensee shall, if the work herein permitted requires permitting, obtain the necessary permits from the City of Boston before proceeding with such operation.

12) The Licensee shall not discriminate in their hiring, nor will they allow any of their agents, contractors, subcontractors, or employees to discriminate upon the basis of race, color, sex, creed, or religion in their hiring practices. In accordance with this provision, the Licensee shall comply with the Licensor's Equal Employment Compliance Policy.

13) Failure to comply with any of the provisions of this Agreement shall constitute due cause to terminate this Agreement forthwith, and the Licensee agrees not to oppose or contest eviction proceedings when notified to vacate, or when notified that the Agreement has been terminated.

14) Licensee agrees to restore the License Area to its original condition. Such condition subject to Licensor's approval.

15) No fixtures shall be installed, and no improvements or alterations shall be made to the License Area without the Licensor's written permission. Licensor acknowledges that the activities permitted herein will require the installation of a floating dock system. Upon the termination of this License Agreement by expiration of the term or otherwise, the Licensee shall remove from the License Area all of its equipment, supplies, furnishings, and other personal property, and shall, if directed by the Licensor, also remove all fixtures and fixed improvements installed by the Licensee and shall repair any damage caused thereby. Property not so removed shall, at the Licensor's option become the property of the Licensor.

16) This License may not be assigned, transferred, mortgaged or encumbered in any way without the specific written permission of the Licensor. However, the Licensee shall permit various vessels to dock within the License Area provided that those vessels indemnify and save harmless the BRA from any and all claims arising as a result of the activities permitted under this Agreement and also carry Worker's Compensation Insurance for all representatives present within the License Area as set forth in Paragraph 5. Notwithstanding the preceding, the Licensor shall have the right to manage the License Area, control the docking of vessels and limit the total number of visiting vessels to no more than 40 or to a lesser number if safety requires.

17) No parking of vehicles of any kind by the Licensee, its agent, employees, contractors and subcontractors or others, shall be permitted within the License Area as described in Exhibit A.

18) The Licensee shall not engage, directly or indirectly, in any commercial activities within the License Area, other than those enumerated in this license without the prior written approval of the Licensor.

19) The License Area is to be used exclusively for the purposes of docking for various vessels participating in the Tall Ships celebration as described in Exhibit "A" attached hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed, sealed and delivered, by their duly authorized officers respectively, as of the date first written above.

BOSTON REDEVELOPMENT AUTHORITY

By: _____
Theodore Chandler, Acting Director

SAIL BOSTON '92

By: _____
Dusty S. Rhodes, Executive Director

APPROVED AS TO FORM:

Robert F. McNeil
Chief General Counsel

ACORD. CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

6-9-92

PRODUCER

International Special Risks, Inc.
Charlestown Navy Yard
110 Sixth Street
Boston, MA 02129

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER A New York Marine & General

COMPANY LETTER B

COMPANY LETTER C

COMPANY LETTER D

COMPANY LETTER E

INSURED

Bosport Docking & Constitution Marina
28 Constitution Road
Charlestown, MA 02129

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO TR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
GENERAL LIABILITY					
A X	COMMERCIAL GENERAL LIABILITY				GENERAL AGGREGATE \$ 2,000,000
	CLAIMS MADE X OCCUR.	MMO 02849ML591	9/30/91	9/30/92	PRODUCTS-COMP/OP AGG. \$ 1,000,000
	OWNER'S & CONTRACTOR'S PROT.				PERSONAL & ADV. INJURY \$ 1,000,000
X	S & A Pollution - 72 Hour				EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 50,000
					MED. EXPENSE (Any one person) \$ 5,000
MOBILE LIABILITY					
	ANY AUTO				COMBINED SINGLE LIMIT \$
	ALL OWNED AUTOS				BODILY INJURY (Per person) \$
	SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	HIRED AUTOS				PROPERTY DAMAGE \$
	NON-OWNED AUTOS				
	GARAGE LIABILITY				
EXCESS LIABILITY					
	UMBRELLA FORM				EACH OCCURRENCE \$
	OTHER THAN UMBRELLA FORM				AGGREGATE \$
WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY					
					STATUTORY LIMITS
					EACH ACCIDENT \$
					DISEASE-POLICY LIMIT \$
					DISEASE-EACH EMPLOYEE \$

OTHER

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Effective 7/10/92 to 7/17/92 adding Boston Redevelopment Authority as an additional assured with regard to use of Piers 4 and 5, Charlestown Navy Yard

CERTIFICATE HOLDER

BOSTON REDEVELOPMENT AUTHORITY
Executive Director's Office
One City Hall Square
Room 910
Boston, MA 02201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

James W. Wernick

Attaching to Certificate of Insurance issued to BRA, June 9, 1992

NAMED ASSURED

Boston Redevelopment Authority, including all appointed and elected officials, Boards, Commissions, Employees while acting within the scope of their employment, estates or legal representatives of deceased insureds and volunteers.

DELEGATION OF
AUTHORITY

EXPIRATION 1990

Johnson & Higgins of Mass., Inc.
Three Center Plaza
Boston, Massachusetts 02108
617 742 5300

Telex: 940327
Answerback "KERODEN" BSN

JOHNSON & HIGGINS

Established 1845

June 15, 1992

Ms. Jessica Costantino
Administrative Assistant
Boston Redevelopment Authority
One City Hall Square
Boston, Massachusetts 02201

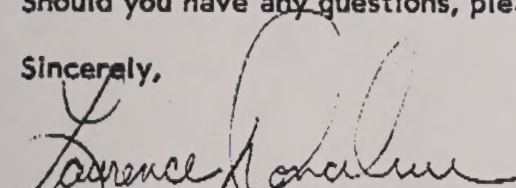
RE: **Sail Boston**
July 8, 1992 to July 17, 1992

Dear Ms. Costantino:

Please be advised that the BRA's Comprehensive General Liability carrier, National Union, will include liability coverage for the Sail Boston exposure at no additional charge.

Should you have any questions, please do not hesitate to contact me.

Sincerely,



Lawrence Donahue
Assistant Vice President

LD/jaf

